

JOSEPH R. MURRAY,
Plaintiff

: CIVIL ACTION

v.

CHASE MANHATTAN MORTGAGE CORPORATION.
MAIN LINE CAPITAL, INC., and
VILLAGE LAND TRANSFER, INC.,
Defendants

: NO. 02-CV-4467

**PLAINTIFF'S FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION ADDRESSED TO DEFENDANT CHASE
MANHATTAN MORTGAGE CORPORATION**

The Plaintiff requests, pursuant to Federal Rules of Civil Procedure 33 and 34, that Defendant CHASE MANHATTAN MORTGAGE CORPORATION ("the Defendant") respond, within thirty (30) days, to the following interrogatories and requests for production of documents:

Instructions

1. In answering, the Defendant is requested to identify separately and in a manner suitable for use in a subpoena all sources of information (whether human, documentary or other) and all records maintained by them or any other person, entity or organization on which plaintiff relies in answering the Interrogatories or which pertain or relate to the information called for by the Interrogatories.

2. The Interrogatories and Document Requests are to be considered continuing, and supplemental answers and documents must be filed by the Defendant upon discovering or becoming aware of additional responsive documents or of information rendering prior answers or any part thereof inaccurate, incomplete or untrue.

3. If any information called for by any Interrogatory is not available in the full detail requested, such Interrogatory shall be deemed to require the setting forth of the information related to the subject matter of the request in such detailed manner as is available.

4. If the Defendant withholds any requested information or identification or production of documents, the Defendant must state the reasons for such request or document provide:

- (a) The nature of the privilege(s) claimed;
- (b) The form in which the information or document exists;
- (c) The general subject matter of the material;
- (d) The date of the document; and
- (e) Such other information as is sufficient to identify the document for a subpoena duces tecum including, where appropriate, the author of the document, the addressee of the document, any other recipients of the document and, where not apparent, the relationship of the author addressee and any recipients to one another.

5. If any requested document has been misplaced, destroyed or discarded, or otherwise disposed of, please so state, and for each such document provide:

- (a) Its date;
- (b) The identity of the person(s) who prepared the document;
- (c) The identity of all persons who participated in preparing the document, to whom the document was sent or who have otherwise seen the document;
- (d) The length of the document;
- (e) The subject matter of the document;
- (f) If misplaced, the last time and place it was seen and a description of efforts made to locate the document;
- (g) If disposed of, the date of and reason for disposal, the identity of the person(s) who authorized disposal and the identity of the person who disposed of the document.

6. If the Defendant is currently without information necessary to respond to any Interrogatory or Document Request, such Interrogatory or Document Request shall be deemed to require a reasonable investigation and any response thereto shall set forth the facts surrounding such investigation, including the identity of other individuals with knowledge.

Definitions

1. "Defendant" and "You" refers to the Defendant, its agents, officers, or employees.

2. "Document" is used in the broadest possible sense and means, without limitation, any written, printed, typed, photostated, photographic, computerized, recorded or otherwise reproduced communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof.

3. "Identify" or "identity" when used in connection with an individual means to state his or her:

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- (b)

(d) The time period employed by plaintiff.

When used in connection with someone who never was an employee, state the name, and last known address and telephone number.

4. "Identify" or "identity" when used in connection with a "document" or "documents" means to state the following:

- (a) Its date;
- (b) The identity of its author;
- (c) The identity of its sender;
- (d) The identity of the person to whom it was addressed;
- (e) The identity of the recipient;
- (f) Its format;
- (g) Its title;
- (h) The number of pages or other measure of length or size; and
- (i) The identity of each person known or believed to have possession, custody, control or access to any copy of the document having writings, notations, corrections or markings unique to such copy.

Discovery Requests

1. Please attach executed copies of all documents executed by the Plaintiff and copies of all documents allegedly given to the Plaintiffs in connection with the transaction ("the Contract") of May 24, 2000 ("the Contract Date"), described in the Complaint. If any of these documents were allegedly executed or given to the Plaintiff at a time other than on the Contract Date, please indicate the date on which they were given to them.

2. Please produce all records or notations between your agents and any other parties interested in this transaction, including any employees of the co-Defendants or other parties, the Plaintiff or her counsel, and identify who made those records or notations.

3. Do your records indicate or do any of your employees know precisely why the Plaintiff entered into the Contract at issue? If so, please indicate that information and your source of same.

4. Please produce all records indicating disbursements of the proceeds of the Contract, such as cancelled checks or other documentation.

5. Created by Neevia docuPrinter LT trial version <http://www.neevia.com> Contract ? If so, please explain the reasons for your denial.

7. Please identify and produce copies of all documents provided to the Plaintiff to effect compliance with the Real Estate Settlement Practices Act ("RESPA"), 15 U.S.C. section 2604. If no documents are produced in response to this request, please indicate whether you believe that you were not required to do so in this transaction and precisely why.

8. Please produce a record of all payments made by the Plaintiff on the Contract since its inception, indicating how much of the total sum paid was paid on the loan principal, how much was paid on interest or finance charges, and how much was paid for any other purpose (specify).

9. Do you have any evidence which causes you to dispute any of the allegations made in paragraphs 5, 6, 7, 8, 9, and 10 of the Complaint? If so, please describe that evidence in detail.

10. For each charge identified between Items 800 and 1309 on the parties' Settlement Statement, please indicate whether that charge was included in the "finance charge" referenced on the Federal Truth-in-Lending Disclosures ("the Disclosures").

- a. For any charge not included in the "finance charge," please explain the reason for not including same in the "finance charges."
- b. Please include a calculation of all charges included in the "finance charge" referenced on the Disclosures.
- c. Please indicate how the "annual percentage rate" on the Disclosures was calculated.

11. Please indicate what role you believe was played in this transaction by Defendant MAIN LINE CAPITAL, INC. and your reasons for this conclusion.

12. Do you have any evidence to support your contention that the Plaintiff received a Truth-in-Lending Disclosure Statement and a Notice of right to Cancel in connection with this transaction. If so, please describe that evidence in detail.

13. Do you have any information regarding the payment of \$12,670.00 for "Domestic Relations/Support" on the Settlement Sheet. Please indicate the full extent of information which you have about this charge and, without limiting that answer, please answer the following specific questions regarding this charge:

- a. What was it charged for?

14. Did you provide any of the disclosures required by 15 U.S.C. section 1639 in loans within the scope of the Home Owners Equity Protection Act ("HOEPA")?

- a. Do you dispute that this is a loan within the scope of HOEPA?
- b. Are there any other documents which you contend provides the HOEPA Disclosures? If so, please identify same and attach a copy to your responses hereto..

15. Please indicate the following for each of the following charges which appear on Exhibit "B" to the Complaint or any comparable Settlement Statement from this transaction : (a) Tax Service (\$55); (b) Courier Fees (\$15), Settlement or Closing Fee (\$150); (c) Wire Fee (\$20); (d) Flood Certification (\$17.50); (e) Credit Report (\$55), (f) Notary fee (\$25); (g) "END 100, 300, 8.1" (\$150); (h) "reim.for tax certs." (\$25); (i) Document Handling Fee (\$75); and (j) "ups mortg pkg & pay off" (\$34):

- a. Was this charge disclosed as a finance charge in this loan?
- b. Who was the person who charges for this service?
- c. Why was this person chosen?
- d. Do you have any retainer agreement or other agreement between this person and the Borrowers or any other party to the transaction? If so, please attach same.
- e. Please indicate what this person was to perform for this compensation and what services were actually performed.
- f. Please attach a receipt indicating payment of this amount

16. Do you agree that the Manual of Title Insurance Rating Bureau of Pennsylvania, appropriate pages of which are attached as Appendix "A," sets the "reissue" rate for title insurance for a loan of \$68,477.84 at \$578.48?

- a. Please explain the basis for any denial of this statement.
- b. Why and by what authority was the Plaintiff charged at least \$580.28 for title insurance?

17. Please indicate the following as to each of the following affirmative defenses:

- a. What claims fail to state a claim for relief against you and why?.
- b. What claims are barred by estoppel, waiver, unclean hands, or other equitable doctrines (specify theory and claim)?

18. Are you planning to call any expert witnesses? If so, please indicate that person's alleged qualifications and attach a copy of that person's expert report and resume.

19. Please provide a list of all of the witnesses whom you may call at the trial of this proceeding by full name, address, employer, job title, job description, and business and home telephone numbers, and provide a brief summary of what the testimony of each will be. Although all of these I
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 and in any event

21. Please provide copies of any documents not previously identified
introduce into evidence at the trial.

DATED: February 24, 2003



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610-353-7543
Attorney for Plaintiff

JUL 03 2001

MANUAL OF TITLE INSURANCE RATING BUREAU OF PENNSYLVANIA

**200 Eagle Road
Building 2, Suite 106
P.O. Box 395
Wayne, Pennsylvania 19087-0395
Phone: (610) 995-9995
E-mail: TIRBOP@Yahoo.com**

NOTICE

**THIS RATE MANUAL HAS BEEN APPROVED BY THE
PENNSYLVANIA INSURANCE DEPARTMENT
EFFECTIVE OCTOBER 1, 1999,
AS AMENDED THROUGH OCTOBER 1, 2000.**

The rate of Owners, Leasehold and Mortgage Insurance shall be:

UNIT OF INSURANCE OR FRACTION THEREOF	BASIC	REISSUE	UNIT OF INSURANCE OR FRACTION THEREOF	BASIC	REIS
0 - 30,000	390.00	351.00	68,001 - 69,000	642.75	5
30,001 - 31,000	397.25	357.53	69,001 - 70,000	648.75	5
31,001 - 32,000	404.50	364.05	70,001 - 71,000	654.75	5
32,001 - 33,000	411.75	370.58	71,001 - 72,000	660.75	5
33,001 - 34,000	419.00	377.10	72,001 - 73,000	666.75	6
34,001 - 35,000	426.25	383.63	73,001 - 74,000	672.75	6
35,001 - 36,000	433.50	390.15	74,001 - 75,000	678.75	6
36,001 - 37,000	440.75	396.68	75,001 - 76,000	684.75	6
37,001 - 38,000	448.00	403.20	76,001 - 77,000	690.75	6
38,001 - 39,000	455.25	409.73	77,001 - 78,000	696.75	6
39,001 - 40,000	462.50	416.25	78,001 - 79,000	702.75	6
40,001 - 41,000	469.75	422.78	79,001 - 80,000	708.75	6
41,001 - 42,000	477.00	429.30	80,001 - 81,000	714.75	6
42,001 - 43,000	484.25	435.83	81,001 - 82,000	720.75	6
43,001 - 44,000	491.50	442.35	82,001 - 83,000	726.75	6
44,001 - 45,000	498.75	448.88	83,001 - 84,000	732.75	6
45,001 - 46,000	504.75	454.28	84,001 - 85,000	738.75	6
46,001 - 47,000	510.75	459.68	85,001 - 86,000	744.75	6
47,001 - 48,000	516.75	465.08	86,001 - 87,000	750.75	6
48,001 - 49,000	522.75	470.48	87,001 - 88,000	756.75	6
49,001 - 50,000	528.75	475.88	88,001 - 89,000	762.75	6
50,001 - 51,000	534.75	481.28	89,001 - 90,000	768.75	6
51,001 - 52,000	540.75	486.68	90,001 - 91,000	774.75	6
52,001 - 53,000	546.75	492.08	91,001 - 92,000	780.75	7
53,001 - 54,000	552.75	497.48	92,001 - 93,000	786.75	7
54,001 - 55,000	558.75	502.88	93,001 - 94,000	792.75	7
55,001 - 56,000	564.75	508.28	94,001 - 95,000	798.75	7
56,001 - 57,000	570.75	513.68	95,001 - 96,000	804.75	7
57,001 - 58,000	576.75	519.08	96,001 - 97,000	810.75	7
58,001 - 59,000	582.75	524.48	97,001 - 98,000	816.75	7
59,001 - 60,000	588.75	529.88	98,001 - 99,000	822.75	7
60,001 - 61,000	594.75	535.28	99,001 - 100,000	828.75	7
61,001 - 62,000	600.75	540.68	100,001 - 101,000	833.75	7
62,001 - 63,000	606.75	546.08	101,001 - 102,000	838.75	7
63,001 - 64,000	612.75	551.48	102,001 - 103,000	843.75	7
64,001 - 65,000	618.75	556.88	103,001 - 104,000	848.75	7
65,001 - 66,000	624.75	562.28	104,001 - 105,000	853.75	7
66,001 - 67,000	630.75	567.68	105,001 - 106,000	858.75	7
67,001 - 68,000	636.75	573.08	106,001 - 107,000	863.75	7